

RENEWAL

CABLE TELEVISION LICENSE

FOR

THE TOWN OF WINCHESTER,

MASSACHUSETTS

Table of Contents

INTRODUCTION.....	5
ARTICLE 1 DEFINITIONS.....	6
SECTION 1.1 - DEFINITIONS	6
ARTICLE 2 GRANT OF RENEWAL LICENSE	11
SECTION 2.1 - GRANT OF RENEWAL LICENSE.....	11
SECTION 2.2 – TERM OF RENEWAL LICENSE	11
SECTION 2.3 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE	12
SECTION 2.4 - NON-EXCLUSIVITY OF LICENSE	12
SECTION 2.5 - POLICE AND REGULATORY POWERS.....	15
SECTION 2.6 - REMOVAL OR ABANDONMENT.....	15
SECTION 2.7 - PROCEEDINGS UPON EXPIRATION OR REVOCATION	15
ARTICLE 3 SYSTEM DESIGN, CONSTRUCTION AND OPERATION	17
SECTION 3.1 - AREA TO BE SERVED [SEE G.L.C. 166A §3(A)]	17
SECTION 3.2 - SUBSCRIBER NETWORK	17
SECTION 3.3 - SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP.....	18
SECTION 3.4 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS	18
SECTION 3.5 – STANDBY POWER	19
SECTION 3.6 – TREE TRIMMING	19
SECTION 3.7 – UNDERGROUND WIRING OF UTILITIES	20
SECTION 3.8 – PEDESTALS AND VAULTS.....	20
SECTION 3.9 – PRIVATE PROPERTY.....	20
SECTION 3.10 – RESTORATION TO PRIOR CONDITION	20
SECTION 3.11 – COOPERATION WITH BUILDING MOVERS	21
SECTION 3.12 – RELOCATION OF FACILITIES	21
SECTION 3.13 – RELOCATION OF FIRE ALARMS	21
SECTION 3.14 - SERVICE INTERRUPTION; REBATES	22
SECTION 3.15 – CONSTRUCTION AND MAINTENANCE STANDARDS	22
SECTION 3.16 – RIGHT OF INSPECTION	22
SECTION 3.17 – EMERGENCY REMOVAL OF PLANT	23
SECTION 3.18 – EMERGENCY AUDIO ALERT.....	23
ARTICLE 4 RATES AND PROGRAMMING	24
SECTION 4.1 – INITIAL RATES.....	24
SECTION 4.2 – RATE RE-REGULATION.....	24
SECTION 4.3 – PROGRAMMING CATEGORIES	24
SECTION 4.4 – PROGRAMMING TIERS.....	24
SECTION 4.5 – LEASED ACCESS.....	25
SECTION 4.6 – STEREO TV TRANSMISSIONS	25
SECTION 4.7 – CHANNEL LINEUP	25
SECTION 4.8 – REMOTE CONTROLS	25
SECTION 4.9 – SENIOR CITIZEN DISCOUNT	26
ARTICLE 5 PUBLIC ACCESS	27
SECTION 5.1 – ESTABLISHMENT OF AN ACCESS CORPORATION	27
SECTION 5.2 – PEG ACCESS CHANNELS	29
SECTION 5.3 – ACCESS CORPORATION EDUCATIONAL AND MUNICIPAL ACCESS PROGRAM	31
SECTION 5.4 – “GRANDFATHERING”.....	34
SECTION 5.5 – INTERNET ACCESS	34
SECTION 5.6 – INSTITUTIONAL NETWORK (“I-NET”)	35
SECTION 5.7 – ORIGINATION LOCATIONS	36

ARTICLE 6 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	38
SECTION 6.1 – CUSTOMER SERVICE.....	38
SECTION 6.2 – TELEPHONE ACCESS	38
SECTION 6.3 – INSTALLATIONS, OUTAGES AND SERVICE CALLS	38
SECTION 6.4 – INSTALLATION.....	39
SECTION 6.5 – MINIMUM SUBSCRIBER INFORMATION	39
SECTION 6.6 – PARENTAL CONTROL	40
SECTION 6.7 – BILLING AND TERMINATION PROCEDURES	40
SECTION 6.8 – VOLUNTARY DISCONNECTION OF SERVICE.....	40
SECTION 6.9 – BILLING DISPUTES	41
SECTION 6.10 – PROTECTION OF SUBSCRIBER PRIVACY.....	41
SECTION 6.11 – PRIVACY WRITTEN NOTICE.....	42
SECTION 6.12 – DISTRIBUTION OF SUBSCRIBER INFORMATION	42
SECTION 6.13 – POLLING BY CABLE.....	42
SECTION 6.14 – INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS	42
SECTION 6.15 – SUBSCRIBER’S RIGHT TO INSPECT AND VERIFY INFORMATION.....	43
SECTION 6.16 – MONITORING.....	43
SECTION 6.17 – EMPLOYEE IDENTIFICATION CARDS.....	44
SECTION 6.18 – TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS	44
SECTION 6.19 – NON-DISCRIMINATION.....	44
ARTICLE 7 LICENSE ADMINISTRATION	45
SECTION 7.1 – REGULATORY AUTHORITY	45
SECTION 7.2 – INDEMNIFICATION	45
SECTION 7.3 – INSURANCE.....	46
SECTION 7.4 – PERFORMANCE BOND	47
SECTION 7.5 – SERVICE INTERRUPTIONS	48
SECTION 7.6 – PERFORMANCE EVALUATION SESSIONS.....	48
SECTION 7.7 – NON-PERFORMANCE BY THE LICENSEE	49
SECTION 7.8 – LICENSE FEE ENTITLEMENT	49
SECTION 7.9 – NOTICE OF COMPLAINT PROCEDURE.....	49
SECTION 7.10 – SUBSCRIBER AND USER COMPLAINTS	50
SECTION 7.11 – SUBSCRIBER COMPLAINT REPORT	50
SECTION 7.12 – INDIVIDUAL COMPLAINT REPORTS.....	50
SECTION 7.13 – INITIAL PERFORMANCE TESTS	50
SECTION 7.14 – QUALITY OF SERVICE.....	51
SECTION 7.15 – SERVICE INTERRUPTION REPORT	51
SECTION 7.16 – FINANCIAL REPORTS	51
SECTION 7.17 – NUMBER OF SUBSCRIBERS	52
SECTION 7.18 – LINE EXTENSION REPORT	52
SECTION 7.19 – NON-EXCLUSIVITY OF REMEDY	52
SECTION 7.20 – REVOCATION OF RENEWAL LICENSE.....	52
SECTION 7.21 – CABLE ADVISORY COMMITTEE.....	53
ARTICLE 8 GENERAL PROVISIONS.....	54
SECTION 8.1 – LICENSE AS CONTRACT UNDER SEAL	54
SECTION 8.2 – ENTIRE AGREEMENT	54
SECTION 8.3 – CAPTIONS	54
SECTION 8.4 – SEVERABILITY	54
SECTION 8.5 – FORCE MAJEURE.....	55
SECTION 8.6 – NOTICES	55
SECTION 8.7 – REMOVAL OF ANTENNAS	55
SECTION 8.8 – SUBSCRIBER TELEVISION SETS	56
SECTION 8.9 – COST OF PUBLICATION	56
SECTION 8.10 – JURISDICTION.....	56

EXHIBIT A MUNICIPAL SUBSCRIBERS58
EXHIBIT B SCHEDULE OF RATES59
EXHIBIT C INITIAL SIGNAL CARRIAGE AND PROGRAMMING.....60
EXHIBIT D EQUIPMENT LISTING61
EXHIBIT E I-NET LOCATIONS.....65
EXHIBIT F BILLING AND TERMINATION PROCEDURES.....66
EXHIBIT G PAYMENT SCHEDULE70

WINCHESTER RENEWAL LICENSE INTRODUCTION

WHEREAS, MediaOne of Massachusetts, Inc. (hereinafter "MediaOne" or "Licensee") is the duly authorized holder of a license to operate a Cable Communications System in the Town of Winchester, Massachusetts (hereinafter the "Town"), said license having originally commenced on September 15, 1990;

WHEREAS, MediaOne filed a request for a renewal of its license by letter dated October 3, 1997 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated September 21, 1999;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that the renewal of MediaOne's license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in its request for license renewal;

NOW THEREFORE, after due and full consideration, the Town and MediaOne agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Access Channel - A video programming channel which Licensee makes available to the Town without cost for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools and educational, institutional and other organizations, subject to and in accordance with 47 U.S.C. 531 and this License.

Access Corporation - The entity, designated by the Issuing Authority of the Town of Winchester, for the purpose of operating and managing the use of Public, Educational and Governmental ("PEG") Access funding, equipment and channels on the Cable Television System.

Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No.98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

Cable Programming Service: Cable programming service includes any video programming provided over a cable system, regardless of tier, including installation or rental of equipment used for the receipt of such video programming, other than:

- (1) Video programming carried on the basic tier as defined under §76.901 (a);
- (2) Video programming offered on a pay-per-channel or pay-per-program basis; or

(3) A combination of multiple channels pay per-channel pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service:

- (i) consists of commonly-identified video programming; and
- (ii) Is not bundled with any regulated tier of service.

Cable Service: The transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such video programming which Licensee may make available to subscribers generally. Unless prohibited or otherwise defined by applicable law, it is the intent of the parties to treat Licensee's cable modem service as within the definition of Cable Service.

Cable Communications System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Town.

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.

CMR: Code of Massachusetts Regulations.

Division: The Massachusetts Cable Television Division of the Department of Telecommunications and Energy, formerly known as the Massachusetts Community Antenna Television Commission or successor.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Educational Access: Any specific programming on the Cable System which has been allocated for use by educational organizations and institutions in the Town of Winchester, and the use thereof, to present non-commercial educational programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: September 15, 2000.

FCC: The Federal Communications Commission, or any successor agency.

Government Access: Any specific programming on the Cable System which has been allocated for use by the Town of Winchester, the Issuing Authority or their designee(s), and the use thereof, to present non-commercial programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues or Gross Revenues: All compensation and revenues, in whatever form, exchange or otherwise, received by Licensee from the provision of cable service on the Cable System within the Town of Winchester, defined as installation revenues (including, among other things, reconnection and second set), equipment charges, advertising revenues as prorated to include those attributable to the Winchester Cable System, leased access revenues, home shopping revenues and any other revenues from the operation of the cable television system in the Town of Winchester; provided, however, that gross annual revenues shall not include (1) to the extent consistent with generally accepted accounting principles, adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, reimbursements (for Licensee's actual expenses) from Affiliates or vendors, returned checks and asset sales when such sales do not occur in the ordinary course of business; (2) revenues of any Affiliate, or Licensee's share of revenues, from the sale of merchandise (not including subscriber equipment) resulting from operations independent of the cable system; and (3) revenues from telecommunications services to the extent such revenues are excluded by the Cable Act as amended. In the event that Licensee pays other Massachusetts Towns fees based on cable modem or internet revenues, Licensee shall include such revenues within Gross Revenues unless the F.C.C. determines that such service is no longer deemed a cable service for regulatory purposes.

Issuing Authority: The Board of Selectmen of the Town of Winchester, Massachusetts.

Leased Channel: Any channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.

Licensee: MediaOne of Massachusetts, Inc., or any successor or transferee in accordance with the terms and conditions in this License.

Multi-channel Video Programming Distributor: An entity engaged in the business of making available for purchase, by Subscribers or customers, multiple channels of video Programming over a wired network.

Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to subscribers on a per channel basis or as a package of services, not including basic service and other regulated tiers.

Prior License: The Cable Television Renewal License in effect prior to the execution of this Renewal License, for the period September 15, 1990 through September 15, 1995 as amended and extended by amendment to September 15, 2000, originally issued to Continental Cablevision of Massachusetts, Inc.

Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

Public Access: Any specific programming on the Cable System which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming in accordance with 47 U.S.C. 531 and the terms hereof.

Public, Educational and Government Access ("PEG Access"): The right or ability of any Winchester residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, waterways, bulkheads, piers, dedicated compatible public utility easements or any other easements or rights of way dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose

without applicable legally required permits, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Total Basic Package: A combination of cable service tiers, consisting of the Basic Broadcast tier and Cable Programming Service tiers, as those tiers are defined by the FCC, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System. Total Basic Package may be marketed by the Licensee under a brand name which may change from time to time.

Town: The Town of Winchester, Massachusetts.

Upstream Channel: A channel over which signals travel over the Cable System to the headend from remote points of origination.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to applicable law and the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Communications System within the corporate limits of the Town of Winchester.

SECTION 2.2 – TERM OF RENEWAL LICENSE

(a) The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on September 15, 2000, following the expiration of the current license, and shall terminate at midnight on September 14, 2010.

(b) This License is granted under, in compliance with and subject to Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as amended, and in compliance with and subject to all other municipal, state and federal rules and regulations in force and effect during the period for which this License is granted. This License is subject to all rules and regulations of the Massachusetts Community Antenna Television Commission. Any reference herein to federal, state and municipal laws, by-laws and ordinances, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

SECTION 2.3 - TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by G.L.c. 166A, Section 7, and the regulations of the Commission promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application and forms therefor as provided by the Commission and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(c) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the license transfer application, including any forms required by state or federal law. Licensee shall reimburse the Town's reasonable itemized license transfer costs, if any, not to exceed \$2,250.00.

SECTION 2.4 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Communications System within the Town of Winchester; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome when taken as a whole in light of the totality of the circumstances, than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome, when taken as a whole as above, than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons and reasonable evidence for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate, with reasonable evidence that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate and the Issuing Authority find that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, when taken as a whole as per above, the Issuing Authority and Licensee shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in subsection (b)(i) above.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the

Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of receipt of a hearing request from the Licensee.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons with reasonable evidence for its determination of such substantial negative material impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is relevant to the proceeding..

(ii) Should the Licensee demonstrate with reasonable evidence that the Programming of such Multichannel Video Programming Distributor is having a substantial material negative impact upon the financial viability of the Licensee's Cable System in the Town, and the Issuing Authority finds a substantial negative material impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License, however, said amendments will not impact the annual funding of the Access Corporation pursuant to Section 5. 1.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in subsection (d)(i) above.

(iv) As of the Effective Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Distributor(s), which are not in any way an affiliate of the Licensee and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

(v) Should the parties not agree about any matter with regard to this section, the parties reserve their state and federal appellate rights.

SECTION 2.5 - POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License or to cable operators only. Licensee shall comply with all applicable laws and ordinances enacted by the Issuing Authority pursuant to any such powers.

SECTION 2.6 - REMOVAL OR ABANDONMENT

(a) Upon termination of this License by passage of time, license revocation or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, and unless efforts to transfer the system at fair market value as may be implemented under 47 U.S.C. 547 have failed, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition.

(b) If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding this Section, to the extent federal law applies pursuant to Section 2.9 (Proceedings Upon Expiration or Revocation), the applicable provisions of federal law (47 U.S.C. 547) shall govern.

SECTION 2.7 - PROCEEDINGS UPON EXPIRATION OR REVOCATION

In the event that this License is revoked, and all appeals have been exhausted, or that it expires, and the Issuing Authority determines not to renew this License and all appeals have been exhausted, or the License otherwise terminates, the Issuing Authority and the Licensee shall

implement the provisions of Section 627 of the Cable Act, 47 U.S.C. 547, by transferring the Cable System to the Town or a subsequent licensee in accordance with 47 U.S.C. 547.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

(a) The area to be served is the entire Town of Winchester. Service shall be provided to every residential dwelling occupied by a person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984.

(b) Provided Licensee has at least forty-five (45) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

SECTION 3.2 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to maintain a Cable Communications System utilizing addressable technology and capable of 750 MHz, fully capable of carrying a minimum of ninety-(90) video channels in the downstream direction and at least four (4) in the upstream. Said 750 MHz system shall continue to be designed for 550 MHz of signal transmission, with 200 MHz reserved for future digital or two-way transmission, with the actual allocation within said 750 MHz subject to change at the discretion of the Licensee. The cable system has been constructed utilizing hybrid fiber coaxial cable architecture and shall so continue or, use any such superior cable system technology within the Town.

(b) The Licensee shall not remove any television antenna of any subscriber but shall offer a device to allow subscribers to choose between cable and non-cable television reception.

(c) The Cable System shall be technically capable of transmitting Town-specific access programming and commercial programming, provided however, the Issuing Authority acknowledges it has no rights nor ability to mandate specific programming.

SECTION 3.3 - SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of the type of dwelling, or its geographical location. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within one hundred fifty feet (150 ft.) of the cable plant for an aerial drop, or one hundred fifty feet (150 ft.) for an underground drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage for materials and labor, and upon request, subscribers shall be provided an itemized cost for the same prior to acceptance of the terms for such non-standard drop.

SECTION 3.4 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Licensee shall maintain the current level of Drops, Outlets and the Total Basic Package at no charge to all municipal and other public buildings listed in **Exhibit A** attached hereto and made a part hereof. In addition, the Licensee shall provide one (1) Drop, Outlet and the Total Basic Service Package at no charge to all new municipal and other public buildings which lie along its cable routes in the Town. The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Drop prior to requesting that the Licensee install the free service. Nothing in this Section shall require the

Licensee to install an additional Drop or Outlet to any municipal or public building which already has a free Drop or Outlet provided under the terms of the prior license.

(b) Licensee shall, upon request, connect its cable system to a school building hub or wire closet capable of retransmitting cable service from said hub or wire closet through the buildings internal wiring.

(c) If necessary to receive the Total Basic Service Package, Licensee will provide a converter to any classroom or municipal building entitled to service under this Section at no charge to the Town, however, the Town or School Department shall be responsible for vandalism or gross negligence causing damage to a converter.

SECTION 3.5 – STANDBY POWER

The Licensee shall maintain a minimum of three (3) hours standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Upon written request, Licensee shall furnish evidence to the Issuing Authority on an annual basis that such standby power has been tested annually and is in good repair.

SECTION 3.6 – TREE TRIMMING

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with applicable state law and any Town bylaws/ordinances and regulations.

SECTION 3.7 – UNDERGROUND WIRING OF UTILITIES

In areas of the Town having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program.

SECTION 3.8 – PEDESTALS AND VAULTS

In any cases in which vaults housing passive devices are to be utilized, in the Town Public Ways or within the Town public layout, such equipment must be flush at ground level or completely buried (in accordance with applicable Public Works Department regulations); provided, however, that Licensee may place active device (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box, at Town approved locations to be determined when Licensee applies for an underground permit, which shall not be unreasonably denied and shall be subject to other requirements and procedures of general applicability.

SECTION 3.9 – PRIVATE PROPERTY

Licensee shall be subject to all laws, bylaws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Communications System in the Town. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable System at its sole cost and expense.

SECTION 3.10 – RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to approval of the Town's Department of Public Works or their designee provided that such approval is a requirement of general applicability and not specific to Licensee or cable television operators. If the Licensee fails to

make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town.

SECTION 3.11 – COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be in accordance with applicable law.

SECTION 3.12 – RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

SECTION 3.13 – RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

SECTION 3.14 - SERVICE INTERRUPTION; REBATES

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use, and only after a minimum of twenty-four (24) hours notice to affected subscribers. Rebates for service interruptions shall be in accordance with Section 7.5 of this Renewal License and applicable law.

SECTION 3.15 – CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable Communications System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall be in conformance with applicable law including the applicable provisions of the National Electrical Code (Article 820), the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Community Antenna Television Commission and the FCC. Copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted simultaneously to the Town.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

SECTION 3.16 – RIGHT OF INSPECTION

(a) In the event the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times upon reasonable

notice to Licensee except that inspection of cable wires in plain view on a Public Way shall not require any such notice. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing.

SECTION 3.17 – EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Communications System, the Town shall have the right to do so at the sole cost and expense of Licensee. Licensee shall be eligible, where applicable, for reimbursement under any applicable government program providing for reimbursement.

SECTION 3.18 – EMERGENCY AUDIO ALERT

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations. The Licensee shall have the additional technical ability of re-broadcasting specified emergency messages in conjunction with the Massachusetts Emergency Management Agency ("MEMA") and the Oceanic and Atmospheric Administration ("NOAA"). The Licensee shall assist the Town, to the extent possible, in establishing and maintaining initial contact with MEMA in this regard and Licensee shall provide information as requested relative to local EAS communications through MEMA.

ARTICLE 4

RATES AND PROGRAMMING

SECTION 4.1 – INITIAL RATES

(a) The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this License are listed in **Exhibit B** attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection Act, certain costs of PEG Access and other franchise costs, including senior discount, may be passed through to subscribers in accordance with federal law.

SECTION 4.2 – RATE RE-REGULATION

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

SECTION 4.3 – PROGRAMMING CATEGORIES

Licensee has offered and shall provide the following cable services:

- (1) the broad categories of broadcast stations, satellite services and other cable services set forth in **Exhibit C** attached hereto;
- (2) all PEG Access channels required by Section 5.1 herein (Community and PEG Access Programming).

SECTION 4.4 – PROGRAMMING TIERS

(a) The initial programming and services offered by Licensee are listed in **Exhibit C**, attached hereto. This Exhibit is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

(b) Nothing in this section shall preclude any right of the Issuing Authority to participate in the formulation of a basic cable programming service for the Town, should such right be granted to the Town under applicable federal or state law in the future.

SECTION 4.5 – LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.

SECTION 4.6 – STEREO TV TRANSMISSIONS

Provided that Licensee's headend is capable of receiving more of a television broadcaster's programming day in stereo, Licensee shall transmit this broadcast programming in stereo to its subscribers.

SECTION 4.7 – CHANNEL LINEUP

Licensee shall notify the Issuing Authority and the subscribers, in advance, each time its channel lineup changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within thirty (30) days of such changes. In the event the channel lineup is changed during the term of the License, Licensee shall provide each subscriber with an updated channel lineup.

SECTION 4.8 – REMOTE CONTROLS

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter. Convertors which are provided by the Licensee shall have functional volume controls.

SECTION 4.9 – SENIOR CITIZEN DISCOUNT

Within six (6) months of the Effective Date of this Renewal License, Licensee shall offer a ten percent (10%) discount on the basic broadcast level or basic component (for subscribers buying more than basic) of service to all heads of household, age sixty-five (65) or older who are also Medicaid or SSI eligible at their permanent residence or who qualify for and receive from the Town of Winchester, the Town's income-based real estate tax discount and who have documentation of receipt of said Town discount. In order to qualify for such discount affected seniors must present evidence of such eligibility to Licensee. Upon subscriber provision of proof of senior discount eligibility, Licensee shall determine eligibility in not less than 30 days, and upon determination of eligibility shall institute the senior discount not later than 30 days thereafter. The Licensee shall grandfather at their current discount those customers currently receiving a discount under the previous license.

ARTICLE 5

PUBLIC ACCESS

SECTION 5.1 – ESTABLISHMENT OF AN ACCESS CORPORATION

(a) By no later than January 15, 2001, the Issuing Authority shall designate a non-profit Access Corporation hereinafter (“Access Corporation”) which shall assume responsibility for the provision of Public, Educational and Governmental (“PEG”) Access programming, facilities and equipment for the residents of the Town, pursuant to the provisions of Article 5 herein.

(b) From the Effective Date of this License through January 15, 2001 the Licensee shall maintain the studio facility located at the high school in the same manner as the Previous License, with Licensee’s operating funds totalling Thirty-eight Thousand Six Hundred Sixty-six Dollars (\$38,666) during this period to be credited against the first year’s annual operating funds of said Access Corporation. Should the Access Corporation assume control prior to January 15, 2001, Licensee shall pay to the Access Corporation the pro rata portion of said Thirty-eight Thousand Six Hundred Sixty-six Dollars (\$38,666) allocated to said Access Corporation’s early assumption of control (e.g. for each day prior to January 15th that the Access Corporation assumes control of the studio/operation it shall receive a per diem of \$317.80 credited against said Thirty-eight Thousand Six Hundred Sixty-six Dollars (\$38,666) that would have been paid to the Access Corporation if Licensee did not assume control from September 15, 2000 to January 15, 2001).

(c) The Access Corporation shall receive from Licensee annual payments for its operational and other expenses equal to One Hundred Sixteen Thousand Dollars (\$116,000) a year, see **Exhibit G** for a payment schedule, with annual Cost of Living Adjustments (“COLA”) equal to the actual cost of living adjustment as determined by the Bureau of Labor Statistics Consumer Price Index for the Boston Metropolitan Statistical Area, with said inflation adjustments beginning the first anniversary of said Renewal License and each subsequent year thereafter. The funding of the Access Corporation under this sub-section shall not be subject to externalization or itemization on the bill and shall in no event be the basis for any rate increase.

(d) The Access Corporation shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 5.2 (*PEG Access Channels*) herein;
- (2) Manage the annual funding, pursuant to Section 5.1.
- (3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 5.3(c) (*Studio Equipment Funding*) herein;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

(e) Licensee shall transfer ownership of the existing Vehicle, vin # FTJE34H4MHA54593, (“Vehicle”) to the Access Corporation on or about January 15, 2001, for the purpose of community productions and shall likewise transfer ownership of existing studio equipment listed in **Exhibit D**, as provided pursuant to the previous license obligations. Licensee makes no warranties or representations with respect to the condition of said Vehicle or Existing Equipment and the Issuing Authority accepts said Vehicle and Existing Equipment “as is.” Licensee shall, after the transfer of title, have no further responsibility for vehicle or existing equipment, including, but not limited to repairs, license fees, and insurance etc.

(f) Upon execution of this Renewal License, Licensee shall provide to the Town or its designee a one-time funding in the amount of Two Thousand Five Hundred Dollars (\$2,500) for administrative costs associated with the creation of a not for profit access corporation.

(g) The Licensee shall provide reasonable consultation and technical assistance with respect to the interconnection of the studio to the Cable System access channels and I-Net channels with respect to proper interconnection to same. Any manufacturer's warranties and existing manuals Licensee has with respect to existing studio equipment transferred to the Access Corporation shall be transferred to the Access Corporation. For the period January 15, 2001 through January 14, 2002, the Licensee shall provide reasonable technical assistance via telephone or electronic mail to assist the Access Corporation staff on the proper utilization of the studio equipment and systems installed by Licensee at the studio. Additional technical assistance time shall be made available by Licensee at an hourly standard rate charged at the time for such service. Subsequent to January 15, 2002, the Licensee shall have no obligations with respect to PEG Access except as explicitly set forth herein.

SECTION 5.2 – PEG ACCESS CHANNELS

(a) The Licensee shall provide two (2) channels for non-commercial use to be used for Public, Educational and Governmental Access and said uses determined jointly by the Issuing Authority and Access Corporation.

(b) The Licensee shall not charge residents of the Town, educational authorities, organizations serving the Town or local or any other regional governmental entities for non-commercial use of the PEG Access channels.

(c) Rules shall be established by the Access Corporation in cooperation with the Issuing Authority or its designee regarding PEG Access Programming, priority of use of the PEG Access channels, the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a

complete record of names and addressees of all persons or groups requesting time on the PEG Access channels.

(d) Licensee will not interfere with the Access Corporation's retransmission of public, educational or governmental access programming, or School Department or Issuing Authority access programming from the cable system herein, over access channels, if any, provided by potential future Licensees except to the extent provided by Emergency Alert System communications.

(e) An additional PEG Access channel shall be made available when the existing channel is used to cablecast, first-run, locally produced, non-commercial programming at least eighty percent (80%) of the weekdays (Monday through Friday) for eighty percent (80%) of the time during any consecutive six-hour period for six (6) consecutive weeks. If there is channel space available at the time of the Issuing Authority's request for an additional channel under this Section, the Licensee shall make a channel available as soon as possible. If there is no channel space available the Licensee shall have six (6) months following a request by the Issuing Authority in which to make such new channel available. If an additional PEG channel is desired and warranted by the town the Licensee shall reserve its right under federal law to drop an existing channel to accommodate such a mandate.

(f) The cable system shall be capable of local access cablecasting from the studio and designated I-Net sites as listed in **Exhibit E**. The Access channels shall have the ability to transmit upstream to the headend via an effective and reliable I-Net upstream channel or via its own dedicated subscriber network upstream video channel and Licensee shall be responsible for regular processing from upstream to downstream channels.

(g) Licensee shall be responsible for the technical maintenance and signal quality of such downstream and upstream local channel transmissions notwithstanding the fact that Licensee is not responsible for the production quality of public or educational and municipal access productions nor is Licensee responsible for the access equipment not owned by Licensee. Signal transmission quality on such channels shall be commensurate with those which apply to Licensee's regular

commercial channels and Licensee shall upon request provide copies of F.C.C. signal quality proofs of performance with respect to the local origination and access channels.

(h) The Access Corporation and the Issuing Authority may require program producers to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and Licensee harmless for same, subject to Cable Act and FCC requirements. It is the intent of the parties that producers be on notice that neither the Licensee nor the Issuing Authority assume editorial responsibility for such individual's local productions and therefore are not liable for the errors, if any, of such individual local access producers.

(i) Consistent with the current underwriting standards for non-commercial television stations, notices of support and underwriting may be permitted within or adjacent to access programs and revenues for same may be used for local access productions.

(ii) Notwithstanding any obligation of license set forth under this section, Licensee shall have no further responsibility or obligation relative to productions or broadcasts of PEG Access programs.

SECTION 5.3 – ACCESS CORPORATION EDUCATIONAL AND MUNICIPAL ACCESS PROGRAM

(a) Notwithstanding the payments made pursuant to the provisions of M.G.L. Chapter 166A, Section 9, Licensee shall, on or before March 15th of each year during the term of this License make a payment for public, educational and municipal cable access to the Access Corporation's Educational and Municipal Access Program in the amount of one percent (1%) of Licensee's Gross Revenues per annum for the preceding calendar year, payable to the Access Corporation. The payment of said funds shall be externalized on subscribers' monthly statements as a separate line-item for percentage payment. Such educational and municipal access payments shall be considered as part of Licensee's franchise fee commitments and shall be included in the franchise fee for purposes of any applicable federal limitation on franchise fees, provided that in

any event all franchise fees in the aggregate shall not exceed the limit on franchise fees imposed by federal law.

(b) Payments to said Access Corporation Educational and Municipal Access Program shall be used to support the operation and utilization of an educational and municipal telecommunications program involving or related to use of the cable system and the Institutional Network and may include, but not be limited to, such items as audio-visual equipment, stipends or salaries of personnel associated with educational media and municipal telecommunications, and other administrative costs, data transmission and internet access including cable modems and ancillary equipment to be used in conjunction with the program. Said payments shall be disbursed to the Access Corporation. On or about March 15th of each year following the Effective Date of this License, said Access Corporation shall annually submit to the Issuing Authority and Licensee a written report showing actual disbursements including a detailed statement explaining the allocation of funds for educational and municipal access, access needs, interests and operations and the actual use of said funds for cable access by the Town of Winchester during the prior year.

(c) To further support the Access Corporation Educational and Municipal Access Program and to further support the Access Corporation, regular, public access activity, Licensee shall make the following payment which shall be used for capital expenditures, including educational access equipment and access facility improvements or access construction: One Hundred Fifty Thousand Dollars (\$150,000) which funds shall be payable to and allocated by the Access Corporation. Licensee shall externalize Sixty-five Thousand Dollars (\$65,000) of said funds, relative to subscriber rates, to subscribers in the Town of Winchester, the balance of which shall be not externalized, in the form of rate adjustments.

(d) Equipment for the Access Corporation Educational and Municipal Access program purchased with funds provided pursuant to Section 5.3 of this License shall be owned by the Town of Winchester for use of the Winchester Public Schools, Public Library and municipal locations as determined by the Access Corporation. With respect to said Access Corporation Educational and Municipal Access Program, Licensee's technical staff shall provide reasonable technical advice

relative to installation and use of equipment, studio design, electrical specifications and interconnection to the cable system subject the Section 5.1(f) herein.

(e) Should Licensee fail to make timely payment under clauses (a) and (c) above, and should such failure continue for a period of ten (10) days from written notice thereof, then it shall additionally be charged interest which shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at BankBoston or its successor plus two percent. Payment of this interest charge shall not preclude any other remedy available to the Issuing Authority under applicable law.

(f) The annual municipal/educational access payment required under Section 5.3(a) herein and the capital payment under Section 5.3(c) above shall be payable to the Access Corporation.

(g) To assure the ability of the Town's public schools to distribute educational programming to and from school buildings, the cable system or I-Net design shall be such that the Educational Access channel shall be capable of transmitting educational programming specifically from Winchester public schools to other designated sites as defined herein or to the subscriber network. Modulating equipment for such capability shall be purchased with funds under Section 5.3(a) herein except existing modulators in the Town and at the headend shall continue to be available and headend and other existing modulators shall continue to be maintained by Licensee however, the Issuing Authority shall be responsible for any loss or damage to said modulators resulting from negligence or theft.

(h) If any section, sentence, paragraph, term or provision of this Section 5.3 is determined to be invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such that any or all of the funding provided by Licensee to the Access Corporation Educational and Municipal Access Program becomes unavailable, then the Issuing Authority shall have the right to direct the Licensee to make the aforesaid grant payments to the Town of Winchester.

(i) On or about March 15th of each year following the Effective Date of this License, the Licensee shall provide the Access Corporation with financial statements prepared in accordance

with Generally Accepted Accounting Principles (GAAP) showing actual gross revenues for the prior calendar year for purposes of calculating the annual one percent (1%) Access Corporation Educational/Municipal access grant.

SECTION 5.4 – “GRANDFATHERING”

Licensee agrees to "grandfather," that is to continue or not to remove, as applicable, any local origination or access equipment which currently exists by virtue of license obligations or provided under the Prior License. Unexpended funds left over from the Prior License for studio capital shall be transferred to the Access Corporation in the Renewal License period in addition to the agreed upon Renewal License funds.

SECTION 5.5 – INTERNET ACCESS

The Licensee will, upon request, from the Winchester School Department, continue to provide each school in the Town with one (1) free cable modem and connection to the on-line service (including on-line service) for personal computers capable of providing networking between school buildings and schools already receiving such service shall continue to receive same. At a minimum, such on-line service will provide access to the Internet. Said modems and on-line service shall continue to be provided to the Schools until December 31, 2003 at no charge to the Town and Licensee shall maintain the signal quality for one cable modem provided to each school. The Licensee agrees to maintain one (1) free single-use connection and unlimited access to such on-line service to the main branch of the Winchester Library, subject to the existence of the Licensee's grant program and said Library's acceptance of MediaOne's current Library Connections sponsorship policies and requirements. Said Library facilities shall be available for use of the general benefit of the public.

SECTION 5.6 – INSTITUTIONAL NETWORK (“I-NET”)

(a) Licensee shall continue to maintain and operate the existing Institutional Network (“I-Net”) as provided under the Prior License with a minimum capacity of transmitting twenty (20) 6-MHz channels in the upstream direction and twenty (20) 6-MHz channels in the downstream direction. The I-Net will continue to be able to transmit video, audio and data subject to the limitations discussed under this subsection infra, from and to designated locations and those listed in **Exhibit E** subject to the following limitations on Licensee’s responsibility for I-Net data. The Town acknowledges that the Licensee is not guaranteeing the reliability of the existing I-Net for data transmission, however, Licensee is required to guarantee and maintain the I-Net for video transmission as required under the prior license at no charge to the Town. However, should the continued use of data negatively affect the transmission of audio and video to the locations along said I-Net, the Licensee may enter into discussions with the Town to revisit the use of the I-Net for data transmission. With respect to use of the existing I-Net for data transmission, Licensee will continue to provide reasonable technical assistance at its standard hourly service charge for I-Net service plus the cost of materials. Said I-Net may be used for school building Internet access as well as point-to-point administrative networking, subject to the technical limitations discussed supra.

(b) The Licensee shall maintain the existing level of active I-Net drop (s), free of charge, to municipal buildings connected to the I-Net under the Prior License. Additional I-Net drops, if any, in excess of the designated locations shall be installed by the Licensee subject to payment by the Town of the Licensee’s actual costs for time and materials. The location of all new I-Net drops shall be determined jointly by the Licensee and the Issuing Authority, or its designee.

(c) Unless otherwise provided herein, the Town and its designated I-Net users shall be solely responsible for any and all end user terminal interface equipment including but not limited to, modems, routers, bridges, modulators, demodulators and associated computer and video production equipment, except such equipment already provided under the Prior License shall continue to be provided.

(d) The Licensee shall be responsible for any headend, I-Net hub site or other equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers and switching equipment and other equipment located at the headend or hub. The Licensee will continue the I-Net hub site at its current location. The Licensee shall also be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted upstream to the headend via the I-Net channel and downstream on an Access Channel.

(e) The Licensee shall hold all rights and title in the physical property of the I-Net, but shall provide the Town the exclusive right to use the I-Net, free of charge, throughout the remaining term of this Renewal License subject to the following conditions:

(f) The Town may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes, except as otherwise provided herein (e.g., Access Corporation use) and pursuant to 5.2(d).

(g) The Town and Access Corporation shall have the right to use the I-Net, free of charge.

(h) The Licensee shall be responsible for maintenance of the I-Net used for audio and video in accordance with the following provisions:

- (1) Licensee shall maintain I-Net signal quality as prescribed by FCC Rules and Regulations, Part 76 with maintenance as reasonably needed.
- (2) Licensee shall reasonably determine and assign the transmit and receive frequencies for all I-Net users subject to reasonable consultation with the users.
- (3) Licensee shall determine and design the correct signal strength levels necessary at each location.

SECTION 5.7 – ORIGINATION LOCATIONS

(a) The Licensee shall continue to provide adequate upstream capacity to those video origination sites as provided under the Prior License.

(b) Pursuant to the FRC Settlement, there shall be no charges to the Town and/or the Access Corporation for existing origination locations, nor shall the Licensee pass-through any costs to the Subscribers.

ARTICLE 6

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 6.1 – CUSTOMER SERVICE

The Licensee shall maintain a publicly listed, toll free, 24-hour customer service number with a live operator for the general purpose of servicing customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The Licensee further agrees to locate at a convenient location within the Town an office managed either by the Licensee or a competent third party which shall serve customer needs, including at a minimum bill payment, exchange of equipment so long as demonstrated customer demand and use is reasonable for the operation of such a local facility. Said office shall be open for walk-in business during normal business hours, including at least one (1) weeknight or weekend morning, which may be changed from time to time to reflect the needs of the community.

SECTION 6.2 – TELEPHONE ACCESS

(a) Licensee shall have available trained customer service personnel to receive and log service calls and complaints from 9:00 AM to 5:00 PM Monday through Friday. Licensee shall comply with the FCC standards regarding response to customer phone calls which standards are attached and made a part hereof.

(b) Licensee shall provide a “live” telephone answering service during other times (5:00 PM to 9:00 AM) which shall be informed how to respond in case of emergencies requiring standby technicians.

SECTION 6.3 – INSTALLATIONS, OUTAGES AND SERVICE CALLS

Licensee agrees to be bound by the customer services obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended, a copy of which is attached as **Exhibit F**.

SECTION 6.4 – INSTALLATION

(a) Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance to within no more than a three (3) hour window for all such appointments, and will make reasonable efforts to install at times convenient to subscribers (including times other than 9:00 AM to 5:00 PM weekdays and Saturdays).

(b) A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.

SECTION 6.5 – MINIMUM SUBSCRIBER INFORMATION

Licensee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall clearly disclose the price and other information concerning Licensee's lowest cost basic service. Such information shall include but not be limited to the following:

(a) All service and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning the utilization of video cassette recorders (VCRs) with cable services(s), including the cost for hooking up VCRs so that they function as manufactured, and any other associated VCR costs or charges.

(d) Written information concerning the availability of special equipment such as VCR kits, A/B switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00 et. seq.

(e) Written information concerning privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service.

SECTION 6.6 – PARENTAL CONTROL

(a) Upon request, and at no separate, additional charge, the Licensee shall provide subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge subscriber for use of said box.

SECTION 6.7 – BILLING AND TERMINATION PROCEDURES

Licensee will comply with the regulations of the Division, 207 CMR 10.00 et. seq., as those regulations may be amended from time to time, and will inform all prospective subscribers of complete information about rates and charges for different levels of services and service calls, billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service. (See **Exhibit F** attached hereto.)

SECTION 6.8 – VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer

premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.

SECTION 6.9 – BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within fifteen (15) working days of receiving notification from the subscriber. The subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the subscriber for failure to pay bona fide disputed bills, or portions thereof, upon notice of said dispute.

SECTION 6.10 – PROTECTION OF SUBSCRIBER PRIVACY

(a) Licensee shall respect the rights of privacy of every subscriber and/or user of the Cable Communications System and shall not violate such rights through the use of any device or signal associated with the Cable System, and as hereafter provided.

(b) Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.

(c) Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) Licensee shall notify all third parties who offer cable services in conjunction with Licensee, or independently over the Cable System, of the subscriber privacy requirements contained in this Renewal License.

SECTION 6.11 – PRIVACY WRITTEN NOTICE

Prior to the commencement of cable service to a new subscriber, and annually thereafter to all Cable System subscribers, Licensee shall provide a comprehensive and easily understandable written document explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing Licensee's policy for the protection of subscriber privacy.

SECTION 6.12 – DISTRIBUTION OF SUBSCRIBER INFORMATION

Licensee and its agents or employees shall not, without obtaining affirmative consent of the individual subscriber, disclose to any third party a subscriber's name or address. A subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the subscriber either by name or address and Licensee shall abide by this request. Any such disclosure shall be in accordance with 47 U.S.C. 631.

SECTION 6.13 – POLLING BY CABLE

No poll or other upstream response of a subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational, educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

SECTION 6.14 – INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits, internet usage or subscription package decisions of any individual subscriber except as required by law.

SECTION 6.15 – SUBSCRIBER’S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Licensee shall make available for inspection by a subscriber at a reasonable time and place all personal subscriber information that Licensee maintains regarding said subscriber.

(b) A subscriber may obtain from Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.

(c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to Licensee's Manager of Government Affairs.

SECTION 6.16 – MONITORING

Neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or subscriber outlet or receiver for any purpose, without the prior written authorization of the affected subscriber or commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate authorities any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or retain any information transmitted between a subscriber or commercial use and any third party, except as required for lawful business purposes Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected subscriber.

SECTION 6.17 – EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property must have visible employee photo-identification card.

SECTION 6.18 – TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this License.

SECTION 6.19 – NON-DISCRIMINATION

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

ARTICLE 7

LICENSE ADMINISTRATION

SECTION 7.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Communications System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.

SECTION 7.2 – INDEMNIFICATION

(a) The Licensee shall indemnify and hold the Town and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable to be installed pursuant to the License or from exercise of any of its rights under this License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.

(b) In order for the Town to assert its rights to be indemnified, defended, or held harmless, the Town must:

- (1) promptly notify Licensee of any claim or legal proceeding which gives rise to such right;
- (2) the Town shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discretion,

determines that its interests cannot be represented in good faith by the Licensee and further acceptance of any non-monetary settlement or term involving injunctive relief or orders affecting the Town shall be subject to Town's consent; and

- (3) the Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

SECTION 7.3 – INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, Section 5(f) with the Town as a named insured with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System or cable-related activity. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at

the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

SECTION 7.4 – PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the Town in the sum of One Hundred Thousand Dollars (\$100,000). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable Communications System, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

SECTION 7.5 – SERVICE INTERRUPTIONS

In the event that the Licensee's service to any subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the instance of an individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the subscriber.

SECTION 7.6 – PERFORMANCE EVALUATION SESSIONS

The Issuing Authority may at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty (30) days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable Communications System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee shall notify its subscribers of all performance evaluation sessions by announcements on the Local Origination channel of its Cable System in the evening hours for at least five (5) consecutive days preceding each such session, provided that Licensee shall not be required to preempt its regularly scheduled access or Local Origination programming to air these announcements.

SECTION 7.7 – NON-PERFORMANCE BY THE LICENSEE

The payment of damages for violations under this License shall not be deemed to excuse the violation.

SECTION 7.8 – LICENSE FEE ENTITLEMENT

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this Section, shall be calculated on the last day of each year.

(b) Should Massachusetts law be changed to permit the Town and/or the Commonwealth to collect a greater license fee than provided above the Issuing Authority may collect an additional license fee after forty-five (45) days notice to Licensee of its intent to do so; provided that Licensee shall not be liable for a total financial commitment pursuant to this License and applicable law including but not limited to state and federal license fees and franchise fees, and PEG Access expenses in excess of five percent (5%) of the Licensee's gross annual revenue.

(c) In accordance with applicable law, the Issuing Authority may require the prepayment (by Licensee) of license fees due the Town of not more than ten thousand dollars, to be payable to the Town or a designee of the Town for access development or cable administration or related purposes.

SECTION 7.9 – NOTICE OF COMPLAINT PROCEDURE

Licensee shall periodically, and at various times of the day, present its business office and address and publicly listed telephone number by means of alphanumeric display on its Local Origination channel. Said notice shall inform subscribers of the procedures required to request service or register a complaint.

SECTION 7.10 – SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written as well as a record of verbal complaints it receives on file in its local business office in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written and verbal complaints which it receives. The Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice.

SECTION 7.11 – SUBSCRIBER COMPLAINT REPORT

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Commission, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Licensee shall provide monthly reports of the same information upon the request of the Issuing Authority. Should the Commission eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

SECTION 7.12 – INDIVIDUAL COMPLAINT REPORTS

Licensee shall, within ten (10) days after receiving a request therefore, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

SECTION 7.13 – INITIAL PERFORMANCE TESTS

Initial proof of performance testing shall occur within sixty (60) days after the completion of the system upgrade. Said testing shall include performance testing of the Subscriber Network and the Institutional Network. Should performance in either case prove defective, the defect shall

be appropriately corrected and another proof of performance test shall be scheduled in a timely period. Upon written request, Licensee shall make available a copy of the tests for the Cable Advisory Committee. The costs of such tests shall be borne solely by Licensee.

SECTION 7.14 – QUALITY OF SERVICE

(a) Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service(s), after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing.

(b) The Issuing Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at terms satisfactory to both the Town and Licensee, who is not an employee or agent of the Licensee of the Town. Licensee shall pay for the costs of said engineer only if the tests performed show that Licensee is not in compliance with the standards set forth in Section 3.16 (Construction and Maintenance Standards) herein.

SECTION 7.15 – SERVICE INTERRUPTION REPORT

Licensee shall submit, on a form prescribed by the Commission, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 8.10 (Subscriber and User Complaints) herein.

SECTION 7.16 – FINANCIAL REPORTS

(a) Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Commission and the Issuing Authority, on forms prescribed by the Commission, a statement of its revenues and expenses for official use only. In addition, Licensee shall file annually with the Commission and the Issuing Authority on forms prescribed by the Commission, a financial balance sheet and statement of ownership which shall be open to public inspection. Such

statements and balance sheets shall be sworn to by the person preparing same and by the Owner or Treasurer of the Licensee. In the event the Commission no longer requires or provides forms for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved by the Issuing Authority.

(b) The License shall file annually with the Commission on forms prescribed by the Commission, a sworn, statement of its revenues and expenses for official use. In addition, the Licensee shall also file the same with the Issuing Authority upon request. These requirements shall be subject to the regulations of the Commission.

SECTION 7.17 – NUMBER OF SUBSCRIBERS

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers. Said report shall be filed with the Financial Reports required pursuant to Section 8.16 (Financial Reports) herein.

SECTION 7.18 – LINE EXTENSION REPORT

The Issuing Authority may require Licensee to submit a report detailing the areas in the Town in which the Cable System has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

SECTION 7.19 – NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

SECTION 7.20 – REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority

subject to the appeals provisions of G.L.c. 166A, Section 4, or any other rights available to the Licensee.

SECTION 7.21 – CABLE ADVISORY COMMITTEE

The Issuing Authority may appoint, or continue the existing Cable Advisory Committee and delegate to it such functions as are lawful and customary.

ARTICLE 8

GENERAL PROVISIONS

SECTION 8.1 – LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Winchester, on the other hand.

SECTION 8.2 – ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

SECTION 8.3 – CAPTIONS

The captions to sections throughout this License are intended solely to facilitate Winchester and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

SECTION 8.4 – SEVERABILITY

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

SECTION 8.5 – FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

SECTION 8.6 – NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Winchester Town Hall, 71 Mt. Vernon St., Winchester, MA 01890, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government Affairs, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095 with a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing or receipt.

SECTION 8.7 – REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

SECTION 8.8 – SUBSCRIBER TELEVISION SETS

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 8.9 – COST OF PUBLICATION

Licensee shall, upon request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute, a maximum of twenty-five (25) copies of the License.

SECTION 8.10 – JURISDICTION

Exclusive jurisdiction and venue over any dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS _____ DAY OF
_____, 200__.

Approved as to form:

TOWN OF WINCHESTER
By: its Board of Selectmen

William August, Esq.
for the Town of Winchester

Selectman

Selectman

Selectman

Selectman

Selectman

This License is hereby Accepted by:
**MEDIAONE OF
MASSACHUSETTS, INC.**

Kevin M. Casey
Senior Vice President
Northeast Region

EXHIBIT A

MUNICIPAL SUBSCRIBERS

Municipal Buildings:

- | | |
|-------------------------------|------------------------|
| 1) Auxiliary Fire Station | 16 Alben Street |
| 2) Department of Public Works | 15 Lake Street |
| 3) Fire Department | 48 Lockeland Road |
| 4) Fire Department | 32 Mount Vernon Street |
| 5) Housing Authority | 13 Westley Street |
| 6) Housing Authority | 41 Palmer Street |
| 7) Jenkins Senior Center | 107 Skillings Road |
| 8) Police Department (2) | 30 Mount Vernon Street |
| 9) Police Department | Harrison Avenue |

School Buildings:

- | | |
|------------------------|---------------------------|
| 1) Ambrose School | 27 High Street |
| 2) Lynch School | 10 Brantwood Road |
| 3) McCall School | 458 Main Street |
| 4) Muraco School | 33 Bates Road |
| 5) Parkhurst School | 40 Samoset Road |
| 6) Vinson School | 75 Johnson Road |
| 7) Winchester High | 80 Skillings Road |
| 8) Lincoln School | 161 Mystic Valley Parkway |
| 9) Community TV Studio | 80 Skillings Road |

Existing Municipal and School buildings, not listed herein, receiving free service pursuant to the previous liense shall continue to receive said service for the term of this Renewal License.

EXHIBIT B

SCHEDULE OF RATES

(Please see the following pages.)

EXHIBIT C

INITIAL SIGNAL CARRIAGE AND PROGRAMMING

The Licensee shall provide the following broad categories of programming:

- News programming;
- Sports programming;
- Public affairs programming;
- Children's programming;
- Entertainment programming;
- Foreign language programming; and
- Local programming

For information purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(Please see the following pages.)

EXHIBIT D

EQUIPMENT LISTING

MANUFACTURER	MODEL #	DESCRIPTION
	(Quantity)	(ES=Edit Suite, CR=Control Room)
		Hi8 Camcorder Batteries
		Intercom Power Supply
		Tall Mic Stands
		Booms for microphones
		Table top Mic Stands
AKG	190E (2)	Cardiod microphones
Altman Lighting Company	1154 (2)	Scoop Lights
Amiga	1080	Amiga Monitor
Amiga	1084-D	Amiga Monitor
Amiga	A1200	CBB CG
Amiga	A2000	CR Character Generator
Amiga	A3000T	CR CG/Toaster
Audio Technica	AT815A	Shotgun microphone
Bogen	3211 (2)	Tripods for Hi-8 Camcorders
Catel	FMX-2100	Audio Modulator
Catel	PS-2500B	Modulator Power Supply
Catel	VFMM-2000	Video Modulator
Clear Com		Intercom Headsets (brown)
Clear Com		Intercom Headsets (black)
Clear Com		Intercom Headsets (blue)
Clear Com	PK-5 (2)	Intercom Power Supplies
Compuvid	CKB-2	Ch. 9 CBB
Crown	PCC 170 (3)	PZM Microphones
Digitell Technologies	DGM 110	ES Fader
EchoLAB	MVS-5	CR Switcher
Electrohome	38C34DNA01M	CBB CG Monitor
For a	FA 400	TBC
For a	FA-410	Spare TBC
Hitachi	CT-1911	Air Monitor
Hitachi	MC-30	Shotgun microphone
IDX	IA-60 (2)	Camera Power Supplies
IDX	NP-23dx	Camera Battery

MANUFACTURER	MODEL #	DESCRIPTION
JVC	BR-3200U	VHS Playback Deck
JVC	KM-1200	Portable Switcher
JVC	KY-1900CH (2)	Old tube cameras
JVC	RS-1900U (2)	CR Camera Remote Control Unit
JVC	TM-22U	Dub Station/Field Monitor
JVC	VF19000 (2)	Viewfinders for KY-1900CH
JVC	VF2500 BU	Old viewfinders (for use with KY1900CH?)
JVC	XL-V151	CR CD Player
JVC	TM-550U	Program monitor for Portable Switcher
Kenwood	KT-313	CBB AM/FM Receiver
Leightronix	Mini-T-Pro	Automated Playback System
Lowel	FrenL 650 (2)	4" Open Face Lights (no Barn Doors)
Lowel	Light Kit #1	Portable light kit with 3 omni lights
Lowel	Light Kit #2 (2)	Portable light kits with 1 omni, 2 totas
MB	Quart One (2)	CR Speakers
Panasonic	AG-2540	VHS Field/Dubbing Record Deck
Panasonic	BT90S1Y (2)	CR Source Monitors
Panasonic	BT-S702N (2)	CR Toaster Monitors (1 "beyond economic repair")
Panasonic	BT-S901Y (2)	Portable Monitors
Panasonic	CT-1384-VY	Air Monitor
Panasonic	NV-8950	VHS Deck
Panasonic	TR-930	ES CG Monitor
Panasonic	TR-930	CR On-air preview monitor
Panasonic	WJ-220R	Switcher on Portable Modulator
Panasonic	WJ-225R	CR Engineering Switcher
Panasonic	WJ-5500A	Portable Switcher
Panasonic	WV-5200BU (3)	Camera monitors for Portable Switcher
Panasonic	WV-5360	Source monitor
Panasonic	WV-BM 503 (3)	CR Camera Monitors
Prime Image	TBC/Freeze	Edit Suite TBC
Prime Image	TBC/Freeze (2)	CR TBCs
Pro Battery Inc.	PBN-1A (4)	Camera Batteries
Quanta	MG-100B-S/SC	Portable Character Generator
Quanta	MG-100P	ES Character Generator
Quartz Color	3420	Broad Quartz Lamp
Quasar	TP1320HE	Field Monitor/Receiver
Quickset		tripod
Quickset	4-25085-8A (2)	Spare Tripods
Radio Shack	32-2041	Amp for CR Speakers
Radio Shack	43-277	Speaker phone for productions (XLR output)

MANUFACTURER	MODEL #	DESCRIPTION
Ramsa	WR-S4416	CR Sound Board
Realistic	SA150	Amp for Studio Speaker
Scott		Studio Speaker
Sennheiser	K3-4	Shotgun microphone
Shure	M267 (3)	Audio Mixers
Shure	M67	Audio Mixer
Shure	SM58	Wireless Cardioid Microphone
Shure	SM83	Lavelier microphone
Shure	SM85S (2)	Cardioid microphones
Shure	VP3-CG	Wireless Cardioid Microphone Receiver
Shure	VP64A (2)	Cardioid microphones
Sigma Electronics	ADA 26	Audio Distribution Amps
Sigma Electronics	CSG-455	Color Sync Generator
Sigma Electronics	VDA 26 (2)	Video Distribution Amps
Sony	AC-340B	Power adaptor
Sony	AC-V30 (2)	Hi-8 Camcorder Power Supplies
Sony	BC-1WB	Camera Battery Charger
Sony	CA 325 (3)	Studio Camera Adaptors to CCU
Sony	CCU M3 (3)	CR Camera Control Units
Sony	CMA-8	Camera Power Supply (for field use)
Sony	CMA-8 (3)	CR Camera Power Supplies
Sony	CVM 1250	Air Monitor
Sony	CVM-1250	Air Monitor
Sony	CVM-1271	Air Monitor/Preview
Sony	DXC-1800 (2)	Old Cameras
Sony	DXC-325 (3)	Studio Cameras (also for field use)
Sony	DXF-3 (3)	Viewfinders for DXC-1800
Sony	DXF-325	Studio Camera Viewfinders (attached on camera)
Sony	DXF-40A (3)	Studio Camera Viewfinders (large)
Sony	EVO-9100 (2)	Hi-8 Camcorders
Sony	EVO-9800	ES Hi8 Edit Deck
Sony	EVO-9800	CR Hi8 Edit Deck
Sony	EVV-9000	Docable Hi-8 Recorder for Studio Camera
Sony	FDM-030 (4)	Camera monitors for Portable Switcher
Sony	JC-KE400S	CR Audio Cassette Deck
Sony	MX-P21	ES Sound Board
Sony	NP-77H	Hi8 Camcorder Battery
Sony	NP-98 (2)	Hi8 Camcorder Batteries
Sony	PVE-500	CR A/B Edit Controller
Sony	PVM 1900	Spare Studio Monitor

MANUFACTURER	MODEL #	DESCRIPTION
Sony	PVM 2030	Studio Monitor
Sony	PVM-1342 (2)	CR Preview/Program Monitor
Sony	PVM-1380 (2)	ES Source/Program Monitors
Sony	RM-440	Edit Controller
Sony	RM-450	ES Edit Controller
Sony	VF-260 (2)	Hi-8 Camcorder Viewfinders
Sony	VO 9800 (2)	CR 3/4 Source Decks
Sony	VO 9850	CR 3/4 Edit/Record Deck
Sony	VO-4800	Portable VTR
Sony	VO5800	3/4 Source Deck
Sony	VO5850	3/4 Edit/Record Deck
Sony	VO-9600	3/4 Field/Dubbing Record Deck
Sony	VO-9800	ES 3/4 Source Edit Deck
Sony	VO-9850	ES 3/4 Edit/Record Deck
Sony	VP-9000 (4)	3/4 Playback Decks
Sony	ECM-44B (4)	Lavelier microphones
Strand Century	8342	4" Open Face Lights (w/Barn Doors)
Strand Century	12191 (2)	8" Fresnelite Studio Lights (w/Barn Doors)
Strand Century	3342 (2)	6" Fresnelite Studio Lights (1 w/B.D., 1 w/o B.D.)
Strand Century	3413 (3)	6" Fresnelite Studio Lights (w/Barn Doors)
Strand Century	4291 (2)	Scoop Lights
Strand Century	Light Kit	3 Quartz Lights
Strand Lighting	3380	6" Fresnelite Studio Light (w/Barn Doors)
Teac	CX-310	ES Audio Cassette Deck
Technics	SI-D1	Record Player
Tektronix	1720	CR Vectorscope
Tektronix	1730	CR Waveform Monitor
VideoTek	RM-12	Program monitor
VideoTek	RS-10A	Master Control Preview Switcher
Vinten		Tripod Spreaders for Studio Tripods
Vinten	No Model # (3)	Studio Camera Tripods w/Dollies

EXHIBIT E

I-NET LOCATIONS

MUNICIPAL

1)	Winchester Town Hall	71 Mount Vernon Street
2)	Department of Public Works	15 Lake Street
3)	Winchester Public Library	80 Washington Street
4)	Winchester Hospital	41 Highland Avenue
5)	Winchester Fire Department	30 Mount Vernon Street
6)	West Side Fire Department	48 Lockeland Avenue
7)	Winchester Police Department	30 Mount Vernon Street
8)	Jenks Senior Center	109 Skillings Road
9)	Recreational Department	Sanborn House of Ambrose School
10)	Community TV Access Studio	80 Skillings Road
11)	Transfer Station	McKay Avenue

SCHOOLS

1)	Winchester High School	80 Skillings Road
2)	McCall Junior High	458 Main Street
3)	Ambrose Elementary Schools	27 High Street
4)	Lincoln Elementary School	161 Mystic Valley Parkway
5)	Lynch Elementary School	10 Brantwood Road
6)	Muraco Elementary School	33 Bates Road
7)	Vinson-owen Elementary School	75 Johnson Road
8)	Parkhurst Elementary School –	40 Samoset Road

EXHIBIT F

BILLING AND TERMINATION PROCEDURES

[Code of Federal Regulations]

[Title 47, Volume 4, Parts 70 to 79]

[Revised as of October 1, 1998]

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[Page 561-563]

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION (Continued)

PART 76--CABLE TELEVISION SERVICE--Table of Contents

Subpart H--General Operating Requirements

Sec. 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

- (1) Cable system office hours and telephone availability--

- (i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.
 - (A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
 - (B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.
 - (ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.
 - (iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
 - (iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.
 - (v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.
- (2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:
- (i) Standard installations will be performed within seven (7) business days after an order has been placed. ``Standard" installations are those that are located up to 125 feet from the existing distribution system.
 - (ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on ``service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.
 - (iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)
 - (iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

- (v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.
- (3) Communications between cable operators and cable subscribers--
 - (i) Notifications to subscribers--
 - (A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:
 - (1) Products and services offered;
 - (2) Prices and options for programming services and conditions of subscription to programming and other services;
 - (3) Installation and service maintenance policies;
 - (4) Instructions on how to use the cable service;
 - (5) Channel positions programming carried on the system; and,
 - (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.
 - (B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.
 - (ii) Billing--
 - (A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
 - (B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term ``normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, ``normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term ``normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

EXHIBIT G

PAYMENT SCHEDULE

Annual payments to Winchester Access Television

Total Number of Payments	\$ Amount	Due Date
Payment #1	\$77,334 *	Shall be made within fourteen (14) days of the effective date of the Renewal License.
Payment #2	\$116,000 * *	September, 2001
Payment #3	\$116,000 * *	September, 2002
Payment #4	\$116,000 * *	September, 2003
Payment #5	\$116,000 * *	September, 2004
Payment #6	\$116,000 * *	September, 2005
Payment #7	\$116,000 * *	September, 2006
Payment #8	\$116,000 * *	September, 2007
Payment #9	\$116,000 * *	September, 2008
Payment #10	\$116,000 * *	September, 2009

* First payment represents funds deducted toward Licensee's operations of studio facilities during the period September 15, 2000-January 15, 2001

** Annual payment to include an annual Cost of Living Adjustment ("COLA") established \$116,000 annual payment beginning in year two (2) of this Renewal License.